



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Charlotte District
GREENSBORO LOCAL OFFICE

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Greensboro, NC 27407
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(336) 547-4019
FAX (336) 547-4111 & 547-4032

EEOC MEDIATION SETTLEMENT AGREEMENT

CHARGE NUMBERS: 435-2016-00251

CHARGING PARTY: AYOTUNDE ADEMOYERO

RESPONDENT: FORSYTH COUNTY HEALTH DEPARTMENT

1. In exchange for the promises made by RESPONDENT, FORSYTH COUNTY HEALTH DEPARTMENT, pursuant to EEOC Charge Number 435-2016-00251, CHARGING PARTY, AYOTUNDE ADEMOYERO agrees not to institute a law suit under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967 (ADEA), as amended, the Americans with Disabilities Act of 1990 (ADA), as amended, or the Genetic Information Nondiscrimination Act of 2008 (GINA), based on EEOC Charge Number 435-2016-00251.
2. Further we agree that submission of this Agreement to the EEOC will constitute a request for closure of EEOC Charge Number 435-2016-00251.
3. It is understood that this Agreement does not constitute an admission by Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967 as amended, the Americans with Disabilities Act of 1990, as amended, or the Genetic Information Nondiscrimination Act of 2008.
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against Charging Party as a result of filing this charge or against any person because of opposition to any practice deemed illegal under the ADA, the ADEA or Title VII, or (GINA) as a result of filing this charge, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Acts.
5. This document constitutes a final and complete statement of the agreement between the Charging Party, Respondent and EEOC.
6. The parties agree that the EEOC is authorized to investigate compliance with this Agreement and that this Agreement may be specifically enforced in court by the EEOC or the parties and may be used as evidence in a subsequent proceeding in which a breach of this Agreement is alleged.
- 6a. Charging Party acknowledges that she has been advised to consult with an attorney and has been given a reasonable time to consider the Agreement before signing.

7. As evidence of a good faith effort to resolve EEOC Charge Number 435-2016-00251, Respondent offers and Charging Party accepts the following proposal of settlement:

- a. Respondent agrees to pay Charging Party the sum of two thousand five hundred dollars (\$2,500.00) as attorney fees. Respondent will make payment to The Quinn Law Firm attention Nancy Quinn. Respondent will mail payment within 10 business days of fully executed Agreements to The Quinn Law Firms, 315 Spring Garden Street, Suite 1D, Greensboro, NC 27401.
- b. Respondent agrees to seal Charging Party's termination letter and Respondent agrees that they will only disclose the letter if required by law.
- c. Respondent agrees to provide Charging Party with a letter of reference on county letterhead providing her dates of employment, her title/position held, the number of persons Charging Party supervised, and the letter will state that Charging Party's 2014 and 2015 performance evaluations were rated at above standard.
- d. Charging Party acknowledges and understands that she will direct all future employer inquiries to the County Human Resources Department effective immediately. Shontell Robinson is currently serving in the role of Director.
- e. Respondent agrees that they will not contest any future Employment Security Commission claims by Charging Party should she file for unemployment.
- f. Respondent agrees that they will not verify or rebut Charging Party's stated reason for end of employment and that they will only provide dates of employment for employer inquiries to County Human Resources unless otherwise required by law.
- g. Both parties agree that this Agreement is Confidential and that the terms of this Agreement shall not be discussed with any one without a legal right to know the terms. Charging Party agrees that examples of those with a legal right to know are Charging Party's spouse, tax attorney, accountant, Office of Administrative Hearings, and/or attorney only.
- h. Charging Party agrees that should someone ask her about her claim/charge that her only response will be "The matter was resolved".
- i. Respondent and Charging Party will enter into a separate Agreement and General Release; drafted by Respondent, for which EEOC is not a party and which EEOC shall not enforce.

Melva L. Woods
Respondent

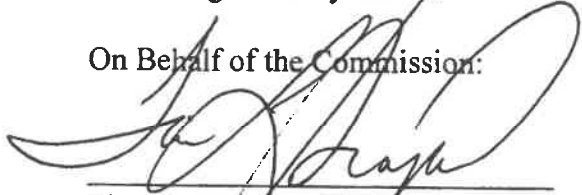
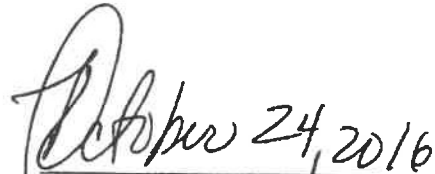
10-24-16
Date

Ayotunde Ademuyero
Charging Party

10/24/16
Date

In reliance on the promises made in the paragraphs above, EEOC agrees to terminate its investigation and to not use the above referenced charges as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967 as amended, or the Americans with Disabilities Act of 1990, as amended. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:


Tina L. Bonaparte, ADR Mediator for
Reuben Daniels Jr.,
CTDO District Director
Date

AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into between AYOTUNDE T. ADEMOYERO ("ADEMOYERO") and FORSYTH COUNTY ("County") this 24th day of October, 2016.

WHEREAS, Mrs. Ademoyero and the County desire to resolve all current and future disputes between them concerning all claims by Mrs. Ademoyero's under EEOC Charge Number 435-2016-00251 against the County to include but not limited to: Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; National Origin and Sex.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Mrs. Ademoyero and the County agree as follows:

Consideration. Pursuant to a settlement reached on October 24, 2016, in connection with Mrs. Ademoyero's EEOC Charge, the parties fully executed EEOC Mediation Settlement Agreement of such claims.

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Mrs. Ademoyero agrees and acknowledges that: (a) the Payment made to her, or on her behalf, of two thousand five hundred and 00/100 dollars (\$2500) and a letter of reference within ~~fifteen (15)~~ ^{FILED} days of the fully executed EEOC Agreement signed by the parties October 24, 2016, and after this fully executed Agreement by the parties, encompasses and includes all monies which may be due to Mrs. Ademoyero, by reason of her employment with the County, including but not limited to monies which may be due for wages earned, (regular and overtime) accrued vacation, sick pay, holiday pay or bonuses up to November 16, 2015, under County policy; and (b) that County has no further obligation to her for monetary payments or any other claims which she may have or assert relative to her employment with the County and separation therefrom.

Mrs. Ademoyero further agrees and acknowledges that the Payment made to her, or on her behalf, pursuant to this Agreement is in excess of anything of value to which she is otherwise entitled, with the exception of any accrued vacation time.

Release. Mrs. Ademoyero, for and in consideration of the Payment and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, does for herself, her personal agents, personal representative(s), heirs, successors, executors, administrators, and assigns, hereby knowingly and voluntarily releases, and forever discharges the County and any of its affiliated or related entities, past, present or future, its parents, subsidiaries, administrators, insurers, adjusters, successors, principals, agents, officers, directors, shareholders, employees, affiliates, privies, assigns and attorneys (the "Released Parties"), of and from all and any manner of action or actions, cause and causes of action, claims, demands, costs, expenses, attorneys fees, and all consequential, general, special, and punitive damages, known or unknown, on account of, or in any way related to or growing out of her employment with

and/or the termination of her employment with the County. Mrs. Ademoyero specifically discharges any claim(s) she may have against the Released Parties under the State Personnel Act, the North Carolina Wage and Hour Act, Fair Labor Standards Act (the "FLSA") as amended, the Retaliatory Employment Discrimination Act ("REDA"), the Employment Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Age Discrimination in Employment Act ("ADEA"), Title VII of the Civil Rights Act of 1964 as amended ("Title VII"), Section 1983 of the Civil Rights Act as amended ("Section 1983"), the Americans With Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA") as amended, the North Carolina Equal Employment Practices Act, or any claims for discrimination, wrongful discharge (actual or constructive), breach of express or implied contract, unpaid wages or vacation or sick leave pay except those accrued up to March 12, 2015, North Carolina's common law of fraud, misrepresentation, negligence, intentional or negligent infliction of emotional distress, defamation, or any other cause of action based on federal, state, local or common law, rule, or regulation governing employment or the payment of wages and benefits. q1w
AD

Mrs. Ademoyero further agrees not to institute any legal proceeding against the County as to any matter based upon, arising out of, or related to her employment, compensation during her employment, or retirement from employment with the County.

No Waiver of Specific or Future Rights. The parties expressly agree that nothing herein is to be construed as or is intended to: (1) affect any rights that Mrs. Ademoyero has or may have to receive unemployment benefits; (2) affect any rights that Mrs. Ademoyero has or may have to receive COBRA benefits; (3) disturb the parties' settlement of Mrs. Ademoyero's EEOC claims against the County; (4) affect any vested rights that Mrs. Ademoyero may have under the terms of any retirement, pension, profit-sharing, or 401K plan; or (5) affect the parties' rights to enter into any subsequent agreement that modifies the terms of this Agreement, but only if such subsequent agreement or amendment is in writing. The parties further agree that nothing herein is to be construed as a waiver of any rights or claims against the released parties which may arise after the date of execution of this agreement.

No Admission of Liability. The parties specifically agree that this Agreement is not intended as or to be construed as an admission of liability by any party and that neither party shall be considered a prevailing party for any purpose.

Representations and Warranties. Mrs. Ademoyero represents that as of the date of execution of this Agreement, neither she nor anyone on her behalf: (a) has any pending complaint(s), charge(s) or claim(s) against the County with any local, state, or federal agency or court; or (b) has heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.

No Future County Employment. Mrs. Ademoyero covenants and agrees that her separation from employment is effective as of November 16, 2015, that she will not, now or in the future, apply for re-employment with the Released Parties. Mrs. Ademoyero further

acknowledges that she is not waiving claims or rights that she may have after the execution of this Agreement, but that she has contractually agreed not to apply for employment with the Released Parties and this Agreement shall constitute a complete bar to any claim that Mrs. Ademoyero may have should she apply for employment with the Released Parties in the future and not be hired.

Indemnification. Mrs. Ademoyero expressly agrees that, to the extent this provision is permissible under existing law, she will indemnify and hold each and all of the Released Parties harmless from and against any and all loss, cost, damage or expense, including, but not limited to attorneys' fees incurred by the Released Parties or any of them: (a) in defending any complaint, charge or claim filed against the County with any court, or local, state or federal agency by Mrs. Ademoyero; (b) arising out of any breach of this Agreement by Mrs. Ademoyero; or (c) arising out of the fact that any representation made herein by Mrs. Ademoyero was false when made.

Acknowledgment of Employee. Mrs. Ademoyero acknowledges that: (a) she understands the provisions of this Agreement; (b) she has carefully read and reviewed this Agreement, understands its contents, and is satisfied with the terms and conditions of this Agreement; (c) she has relied wholly upon her own judgment, belief and knowledge of the nature and extent of her employment, statutory or common law claims; (d) she does not rely and has not relied upon or been influenced to any extent by any representation or statement made by any of the Released Parties or their representatives or agents with regard to the subject matter, basis or effect of this Agreement or otherwise in executing this Agreement; and (e) has voluntarily signed her name to this Agreement as her own free and voluntary act.

Confidentiality. Mrs. Ademoyero and the County agree that except as provided for below, the terms of this Agreement will remain confidential, and that they will not directly or indirectly disseminate it in any manner whatsoever to any person or entity not a party to this Agreement, except: (i) as mutually agreed upon in writing by the parties to this Agreement; (ii) pursuant to a order of a court or arbitration forum or a lawfully issued and enforceable subpoena; (iii) to comply with the terms of, or to enforce its rights under this Agreement (and then only to legal counsel, the agency, board, arbitration forum or court before which enforcement is sought); or (iv) as required by law or regulation. The County may disclose the terms of this Agreement only as may be required in the ordinary course of its business on a strict "need to know" basis. Mrs. Ademoyero agrees that she will not disparage, criticize or ridicule the County, or any of its current or former officers, directors or employees, or make any negative public comments whether by way of news interviews or the expression of Mrs. Ademoyero's personal views, opinions or judgments to the news media, to the current or former officers, directors or employees of the County, or to any individuals or entity with whom the County has or may have a business relationship.

Complete Agreement. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to all subjects addressed herein and supersedes and replaces any and all prior negotiations and agreements, proposed or

County HR and Public Health Director
Agree not to disparage Charging Party 9/1w
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otherwise, whether written or oral. There are no other agreements other than those set forth herein, and no amendment, deletion, addition, modification, or waiver of any provision of this Agreement shall be binding or enforceable unless in writing and signed by all parties.

Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If any provision(s) of this Agreement are or become invalid, illegal or unenforceable, such provision(s) or portion(s) shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

Choice of Law. This Agreement shall be construed according to North Carolina law.

Headings. The headings and paragraphs in this Agreement are for convenience only and shall not be construed or interpreted as any limitation or modification of the terms of this Agreement.

CHARGING PARTY UNDERSTANDS AND AGREES THAT IF CHARGING PARTY DISCLOSES ANY PORTION OF A PROVISION OF THIS AGREEMENT, THE EMPLOYER WILL CONSIDER IT A BREACH AND WILL THEN CONSIDER ALL OF ITS OPTIONS TO RECOVER THE PAYMENT DISPURSED UNDER THIS AGREEMENT.

I, _____, ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT, UNDERSTAND AND AM SATISFIED WITH THE TERMS AND CONTENTS OF THIS AGREEMENT AND HAVE VOLUNTARILY SIGNED MY NAME TO THE SAME AS A FREE ACT AND DEED.


AYOTUNDE T. ADEMOYERO

Date: October 24, 2016